



POLICY

POLICY NUMBER

500.700

TITLE

TERMINATING A PTSD TREATMENT CONTRACT

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**EFFECTIVE
DATE:**

June 5, 2006

AUTHORITY:

General authority of the Director of the Department of Veterans Affairs, hereinafter referred to as Department, to manage and direct the Department, RCW 43.60A.040, .050, and .060.

PURPOSE:

This policy defines circumstances for termination of a PTSD Treatment Contract.

APPLICABILITY:

This policy applies to all PTSD treatment contracts originated by the Washington Department of Veterans Affairs (WDVA).

DEFINITIONS:

PTSD means Post Traumatic Stress Disorder.

POLICY:

- I. WDVA May Terminate A PTSD Treatment Contract When this agency:
 - A. Determines the contractor failed to carry out contract provisions and contracting requirements;
 - B. Determines services are no longer needed or sufficient within a given community;
 - C. Determines services were provided in an unprofessional, incompetent, or unethical manner, to include inappropriate dual relationships or the violation of professional codes of conduct for the various mental health disciplines;
 - D. Determines services no longer represent the best interests of the target population;
 - E. Determines funding is no longer available, that services have

been supplanted by other funding sources (VA or Vet Centers), and that other geographic areas or populations are in greater need of treatment services ;

- F. Discovers the contractor has violated state or federal law;
- G. Discovers that the Contractor's services no longer meet contract standards, the Statement of Work, or the Contractor fails to initiate immediate corrective action prescribed by the PTSD Program Director.

II. WDVA May Terminate or Modify A PTSD Treatment Contract When:

- A. A Contractor becomes the focus of an investigation by the Department of Health, Professional Licensing Division, or any other agency, and the PTSD Program Director determines that this matter affects the course and outcome of treatment for our clients; or
- B. A Contractor suffers a significant physical or psychological impairment that renders the Contractor unable to carryout his or her contracted treatment duties;
- C. Or when a Contractor's outside of contract activity is in conflict of interest to the delivery of sound contracted clinical or community services.

III. Alleged Ethical Misconduct and/or Malpractice Prohibits Contracting.

- A. WDVA will not commence an initial PTSD contract with an individual who is currently under investigation for unethical practices or malpractice.
- B. If the individual believes such claims and/or charges are unfounded, WDVA will re-evaluate the clinician's capacity to provide services after a review of the findings and conclusions of the professional and/or civil investigation.
- C. Current contractors who become the subject of a civil or professional license or civil investigation may become ineligible to hold a PTSD contract if:
 - 1. Charges create a significant impediment to the therapeutic process; or
 - 2. The outcome of the investigation substantiates the complaint(s) and/or charges.

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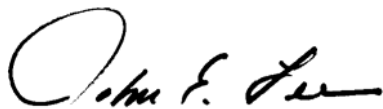
B. If the individual believes such claims and/or charges are unfounded, WDVA will re-evaluate the clinician's capacity to provide services after a review of the findings and conclusions of the professional and/or civil investigation.

C. Current contractors who become the subject of a civil or professional license or civil investigation may become ineligible to hold a PTSD contract if:

D. Charges create a significant impediment to the therapeutic process; or

E. The outcome of the investigation substantiates the complaint(s) and/or charges.

REVIEW:	This policy shall be reviewed every three years and updated as needed.
REFERENCES:	WDVA Policy 500.600, AWARDING CONTRACTS FOR PTSD TREATMENT
SUPERSESSON	WDVA Policy 16-02 dated 3/17/95
ATTACHMENTS:	None.



John E. Lee, Director

June 5, 2006

Date